

<p style="text-align: center;">SPECIFICATIONS / SCOPE OF WORK SOLICITATION NO.: S29-T23922</p>
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1.0 DEFINITION OF ACRONYMS:

- 1.1 CPA – City Purchasing Agent
- 1.2 CDBG – Community Development Block Grant
- 1.3 HCDD – Housing & Community Development Department
- 1.4 HQS – Housing Quality Standards
- 1.5 HUD – U.S. Department of Housing and Urban Development
- 1.6 IBC – International Building Code
- 1.7 IRC - International Residential Code
- 1.8 MPS – Minimum Property Standards (City of Houston's Building / Inspection Codes based on this)
- 1.9 RCA – Request for Council Action
- 1.10 RFP - Request for Contractors
- 1.11 SFHRP - DR – Single Family Home Repair Program – Disaster Recovery
- 1.12 TDHCA – Texas Department of Housing and Community Affairs
- 1.13 UFAS – Uniform Federal Accessibility Standards

2.0 REFERENCES:

- 2.1 SFHRP CDBG-DR Hurricane Ike Guidelines
- 2.2 HCDD Commercial Division Procedures Manual – CDBG, TIRZ and Bond-funded Projects
- 2.3 Executive Order 12549, "Debarment and Suspension"
- 2.4 24 CFR Part 570, Subpart I, "State Community Development Block Grant Program"
- 2.5 Public Law 109 - 148 (Department of Defense Appropriations Act, 2006)
- 2.6 Public Law 109 - 234 (Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, 2006)
- 2.7 Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for CDBG Disaster Recovery Grantees under the Department of Defense Appropriations Act, 2006; Notice," 71 Fed. Reg. 7666 (Feb. 13, 2006); and 48 CFR, Part 31 regarding the allow ability of costs.
- 2.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec. 1701u)
- 2.9 Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831 (b)) and the procedures established by the Department there under Environmental Review Procedures for Recipients assuming HUD Environmental
- 2.10 Responsibilities," 24 CFR 58, and the laws and authorities specified at 24 CFR Sections 58.5 and 58.6

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- 2.11 10 Texas Administrative Code Chapter 80, Texas Manufactured Housing Standards
- 2.12 10 Texas Administration Code, Chapter 307, Section 307.1 - 307.7, Inspections of Homes in Areas without Municipal Inspections
- 2.13 The Hatch Act (5 U.S.C. 1501-1508 and 7324 – 7328) – which limits the potential activities of employees whose principal employment activities are funded in whole or in part with federal funds in the performance of the work
- 2.14 International Residential Code and International Building Code, Texas Government Code 2306.514, Texas Government Code, Section 2306.514 Texas Government Code, Section 2306.514 “Construction Requirements for Single Family Affordable Housing”; if applicable, Texas Law 2306.5014- Requires “Accessibility Standards” for all homes that receive federal money
- 2.15 24 CFR, Part 813.102 – “Dependents of the head of household”

3.0 BACKGROUND:

- 3.1 The City of Houston (“City”) invites General Contractor(s) that are qualified and otherwise capable of serving as housing construction “General Contractor(s)” to submit their proposal to perform services in connection with reconstructing of single-family homes that were damaged or destroyed as a result of Hurricane Ike.
- 3.2 This effort will be carried out through a program organized and administered by the HCDD Director of the City of Houston, Housing and Community Development Department (“Housing Director”). Single-family houses being reconstructed under this initiative are those damaged or destroyed during the United States President declared, “Major Disaster Hurricane Ike (1791)”.
- 3.3 The Texas Department of Housing and Community Affairs (TDHCA) will oversee the administration and funding of this project thorough a contract entered into by and between the City of Houston (“City”) and TDHCA. The project work consists of the demolition and reconstruction of certain other owner occupied, single-family dwellings.
- 3.4 The City expects to award contracts from Community Development Block Grant (“CDBG”) Round One Disaster Relief funds awarded to the State of Texas and allocated to the City, contingent upon the on-going approval of programs authorized by the State of Texas, TDHCA.
- 3.5 This project herein referred to as “The Work” consists of reconstruction of owner occupied, single-family dwellings. Some of the covered houses will require work that will be covered under the Uniform Federal Accessibility Standards (UFAS)-compatible components. Once reconstructed, all of the covered houses shall meet all Federal, State, and local jurisdictional requirements and applicable environmental laws and regulations.
- 3.6 The “Work Geographic Area” includes only, the incorporated areas in City of Houston, largely located within Harris County, and includes certain areas within Fort Bend and Montgomery Counties where Homeowners pay taxes to the City.
- 3.7 General Contractors interested in performing reconstruction, and demolition activities may be responsible for performing containment and/or abatement of Lead and Asbestos Containing Materials as necessary.
- 3.8 Additionally, General Contractors submitting proposals for reconstruction activities shall also be responsible for construction of off-street parking, and any additional construction services requested by the City.

4.0 OBJECTIVE:

- 4.1 This Request for Proposal (“RFP”) is to allow the City to establish a contract(s) with General Contractor(s) that are deemed qualified and otherwise capable of serving as housing construction contractors. After conclusion of the evaluations, the highest ranked General Contractors will be recommended to City Council for contract award for the project pertaining to this RFP for housing reconstruction.

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- 4.2 General Contractors may choose to submit proposal to perform housing reconstruction work. The scope of services needed in connection with this work is described in SECTION 5.0.
- 4.3 The City intends to offer individual contracts to provide for the 'reconstruction' of approximately # FOR THIS RFP ONLY single-family, owner-occupied houses at a cost not to exceed \$85,000 per unit. In each instance, the "reconstruction" scope of work will require the successful General Contractor to enter into a contract providing for both the demolition and clear away the debris of the existing damaged house and the construction of a new single-family house (roughly, comparable in size to the demolished house) on the existing property site. This service is herein referred to as "reconstruction".
- 4.4 It is anticipated that the City of Houston, HCDD, will offer the first group of contracts in June 2011, with a continuation of additional RFP's and contract offerings being made, until such time as all houses are under housing reconstruction contracts, as appropriate. It is expected that all of the Work will be completed under this program no later than December 2012.
- 4.5 General Contractors submitting proposals should understand and take into consideration that the program could increase to serve additional damaged houses in the affected areas; could be expanded to include other housing reconstruction programs administered by the City; and that the maximum housing reconstruction contract price could increase, depending upon future amendments to this RFP as approved by appropriate local, state and/or federal authorities.
- 5.0 SCOPE OF SERVICES: (HERE WE WILL NEED TO ALSO IDENTIFY THE ADDRESSES AND SIZE OF HOMES IN THE FIRST GROUP?????????????)**
- 5.1 Under this RFP, "Housing Reconstruction" is defined as a diverse scope of work needed to both demolish and clear away the debris of the existing hurricane damaged house; and (incorporated under a single contract) to construct a new single-family house for the property owner (roughly, comparable in size to the demolished house) on the property-owners property site.
- 5.2.1 Demolition and clearance work shall be carried out in compliance with all local, state and federal statutes and regulations governing such work.
- 5.2.2 The new single-family home will be constructed in compliance with all local, state and federal statutes governing such work and the new home will be constructed to standards necessary to comply with City of Houston local building code standards, HUD Housing Quality Standards (HQS), and as applicable, with Uniform Federal Accessibility Standards.
- 5.3 Under this RFP, the General Contractor may choose to submit proposals for the housing reconstruction work.. The City will evaluate the submitted proposals and make a determination as to who is the most highly ranked reconstruction General Contractor that satisfies the criteria for housing reconstruction contract(s).
- 5.4 A scope of work will be prepared for each property covered under this project by City in the service area within the Houston city limits; and will be developed under the supervision of the Director of the City of Houston, Housing and Community Development Department Director ("City Housing Director").
- 5.5 The scope will be based on a comprehensive visual on-site inspection of the property by a qualified City specialist; and a determination will be made as to whether the covered house should be scheduled for housing rehabilitation/repair or for reconstruction. In either instance, the scope of work shall be designed so as to render the property owner with a single-family home that complies with local codes and ordinances and to improve the property so that it will comply with minimum Housing Quality Standards as defined by HUD and TDCHA.
- 6.0 HOUSING RECONSTRUCTION CONTRACTS:**
- 6.1 The scope of work will include provisions indicating that the selected General Contractor will furnish all supervision, labor, material and equipment necessary to demolish and remove the existing home from the lot and

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prepare lot to receive new work.

- 6.2 Additionally, the scope of work will include provisions indicating that the selected General Contractor furnish all supervision, labor, material and equipment necessary to construct a new two or three bedroom single-family home.
- 6.3 General Contractors seeking a contract for the "Housing Reconstruction" must submit as part of their proposal, at a minimum one (1) set of floor plans and drawings that are typical samples of houses the General Contractor will build if awarded Housing Reconstruction Contract as a result of this RFP. The following sample plans must be submitted:
 - 6.3.1 Plan 1: Three Bedroom, Two Bath, Single-Family House (slab on grade) – approximately 1,500 SF
 - 6.3.2 Plan 2: Three Bedroom, Two Bath, Single-Family House (slab on grade) – approximately 1,500 SF and with design standards in full compliance with the Uniform Federal Accessibility Standards
 - 6.3.1 Plan 3: Two Bedroom, Two Bath, Single-Family House –approximately 1,000 SF (slab on grade)
 - 6.3.2 Plan 4: Two Bedroom, Two Bath, Single-Family House – approximately 1,000 SF (slab on grade), and with design standards in full compliance with the Uniform Federal Accessibility Standards
- 6.4 The submitted plans and drawings must be approvable by the City of Houston, Building Permitting Division of the Public Works and Engineering Department; and they must comply with "Housing Reconstruction" Work Specifications furnished by the Housing and Community Development Department. These Work Specifications are available for review on line at the following website: <http://www.houstontx.gov/housing/singlefamily-rfp.html>
- 6.5 The actual scope of work provided by the City to General Contractors for Housing Reconstruction Contracts will specify the house size and floor plan configuration designed to accommodate the needs of the property owner household.
- 6.6 In most instances the scope of work prepared by the City will require that the bidder submit plans and drawings that will provide for the construction of a new single-family home, constructed on slab, and ranging in size from about 1,000 to as much as 1,500 square feet and containing two bathrooms.
- 6.7 The scope of work will include everything needed for the entire construction of the house and lot, and may include landscaping, fencing, installation of a new reinforced concrete driveway with positive drainage to the street, installation of attached carports or garages and installation of a new reinforced concrete sidewalk, if applicable.
- 6.8 Depending upon the needs of the individual household, the scope of work provided by the City, may include requirements providing for the installation of a reinforced handicap concrete ramp with metal handrail and the installation of additional handicapped accessories at the bathroom and kitchen (such as handicapped toilets, stainless steel handicap grab bars, etc.).
- 6.8 All housing reconstruction contracts shall be strictly turnkey.
- 6.9 The total number of future housing reconstruction contracts any General Contractor can be awarded will be determined by the HCDD and will be based upon the capacity of the General Contractor to simultaneously complete several projects at one time.
- 6.11 As the successful General Contractor(s), upon contract award, the General Contractor's company shall serve as Prime Contractor. As the Prime Contractor, the company is solely responsible for hiring and managing qualified workers and sub-contractors needed to ensure that all work included in the housing reconstruction scope of work is carried out in a timely manner and is completed in full compliance with local building code standards, HUD Housing Quality Standards and as applicable, Uniform Federal Accessibility Standards.

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- 6.12 Each successful General Contractor will be required to enter into a Tri-Party Agreement (inclusive of the property owner and the City of Houston). No work will commence; nor shall an order to proceed be issued by the City until after all parties have signed the Tri-Party Agreement; and until after (on a subsequent date), a "Pre-construction Conference" is held at the property site. The pre-construction conference must be attended by the homeowner, the General Contractor and representative from the HCDD.
- 6.13 During the pre-construction conference, parties will negotiate logistical arrangements needed to execute the housing reconstruction scope of work. The parties will address all issues related to the timeframe by which the General Contractor must complete the reconstruction work.
- 6.14 The City of Houston, through the Disaster Recovery SFHRP grant, will be responsible for and will pay all eligible costs associated with relocating the homeowner household and household belongings for the duration of the time that housing reconstruction work is being completed by the General Contractor.
- 6.15 The outcome of the pre-construction conference negotiations must be placed in writing signed by all parties and will become an addendum to the Tri-Party Agreement. The Agreement will include a copy of the reconstruction scope of work, and other related documents that shall state a specific date for commencement of the work and a specific date for completion of all work. An executed copy of the Tri-Party Agreement and any addenda shall be furnished to all parties.
- 6.16 The General Contractor must obtain all permits that are required to perform the authorized scope of work. The General Contractor must comply with all the regulations governing the issuance and inspections of any Work permitted. Furthermore, the General Contractor and his / her subcontractors must possess trade or other professional licenses as may be required by the State of Texas and the City in order to perform such functions that are subject to licensing.

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To simplify the review process and to obtain the maximum degree of comparability, the Proposal must follow the outline as set forth below and, at a minimum, contain the information as requested. General Contractor(s) are encouraged to include additional relevant information.

1.0 TITLE PAGE:

- 1.1 The title page should include the title and number of the RFP, name and address of the Offeror(s), and the date of the Proposal.

2.0 OFFER & SUBMITTAL FORM:

- 2.1 PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

3.0 LETTER OF TRANSMITTAL:

- 3.1 A letter of transmittal shall include the following:
 - 3.1.1 The names, titles, addresses, and telephone numbers of the individuals who are authorized to make representation on behalf of the General Contractor.
 - 3.1.2 A statement that the per-unit proposed price and/or lump sum (if prices are proposed) is the total fixed price for the equipment and services enumerated.
 - 3.1.3 A statement that the person signing the letter of transmittal is authorized to legally bind the General Contractor; that the Proposal and the total fixed price contained therein shall remain firm for a period of one hundred-eighty (180) days, and that the Proposal will comply with the requirements and arrangements stated in the RFP.

4.0 EXPERTISE/EXPERIENCE/QUALIFICATION STATEMENT:

- 4.1 Provide a written statement describing the number of years of experience the General Contractor has been in business under his/her current name.
- 4.2 Provide a brief written statement describing the number of new construction, demolition, housing reconstruction or other construction industry contracts completed by the General Contractor under his/her present company name. Please be advised that reconstruction contracts to satisfy this criteria must have been undertaken by building permits obtained under the General Contractor's present company name.
- 4.3 Provide a brief written statement describing the number of years the General Contractor has been in business under his/her current name working with federal, state or locally sponsored or funded programs, particularly those in Southeast Texas as it pertains to the following: new construction, demolition, housing reconstruction or other construction industry projects. Additionally, please describe any/or all experience relative to complying with the Davis-Bacon Act and Section 3 and any related Laws in the performance of the work to meet all requirements for active monitoring and documentation.
- 4.4 Provide an organizational chart of proposed team or staff that will be utilized for HCDD reconstruction projects, inclusive of all proposed sub-contractor(s).
- 4.5 Provide resumes, titles and functions of key personnel whom will be responsible for the delivery of the reconstruction service(s)/project(s); inclusive of all proposed sub-contractor(s) and supplier(s).

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- 4.6 Provide copies of key personnel certifications and/or licenses as applicable to the reconstruction projects specialty (i.e. electrical or plumbing etc.); inclusive of all proposed sub-contractor(s).

5.0 WORK QUALITY:

- 5.1 Provide a sample of the General Contractor's written warranty that is compliant with the applicable Texas State law, and guarantee's the General Contractor's work for the durations after the completion required by all regulations, which will be provided to the homeowner under this program. If warranty is to be provided by a third party insurer, provide information regarding the insurer's status as an eligible insurer in the State of Texas.
- 5.2 Provide a written copy of the General Contractor's Quality Control Program that describes his/her approach to quality control, and a copy of the General Contractor's Safety Program and Experience Modification Rate values. The General Contractor shall provide his/her procedures for inspection of all items of work and his/her procedures for addressing punch list items.
- 5.3 Provide four (4) references including addresses from clients who received new housing construction or related construction services from the General Contractor performed under building permits obtained by the General Contractor.
- 5.4 Provide three (3) letters of references from subcontractors who have performed work for the General Contractor on new housing construction or other construction related projects.
- 5.5 Provide before and after photographs of new housing construction work, demolition work or other related construction work performed under building permits obtained by the General Contractor.
- 5.6 Provide samples of floor plans and drawings as outlined in Section 6.3 of the SPECIFICATIONS/SCOPE OF WORK.
- 5.7 Provide an Affidavit from the General Contractor listing any and all claims, litigation or arbitration actions related to contracts entered into by the General Contractor and any contracted party. (The City reserves the right to independently investigate the General Contractor reporting in this area).

6.0 FINANCIAL STATEMENTS/BONDING CAPACITY:

- 6.1 Submit General Contractor audited annual financial statements, in accordance with and as defined in the Financial Accounting Standards Board (FASB) regulation(s) for the past two years. In addition, include your and Dunn & Bradstreet Report or Federal Tax Forms Filed to the Internal Revenue Service (IRS) for the past two years.
- 6.2 Submit a letter from a certified Surety/Bonding company, authorized to do business in the State of Texas stating the "Contractor's Bonding" capacity and provide the Surety listing with the U.S. Treasury. Additionally, the letter shall include the largest sum that the Surety/Bonding Company would be willing to bond the General Contractor for city reconstruction projects. The Surety/Bonding Company may be contacted and interviewed by the City.
- 6.3 Submit a letter from the Insurance provider stating the General Contractor's ability in obtaining insurance to meet the City's minimum insurance requirements (as stated in the GENERAL TERMS, SECTION 3.0) and Insurance providers A.M. Best rating.
- 6.4 Submit a detailed list of all available funds/credit amounts and from source (i.e. \$10K; Cash- Bank Name Savings Account or \$100K; Line of Credit- Credit Card Name or Supplier Name). Please attach all Bank Statements and/or Credit Lines/Letters or Documents.

7.0 HOUSING UNIT PRODUCTION CAPACITY/PROPOSED OPERATIONS PLAN/EQUIPMENT LIST/ASSETS:

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- 7.1** Provide a detailed description and methodology of a proposed plan, on how the General Contractor intends to complete the reconstruction of the homes identified within this RFP, which should include, but not be limited to the following:
- 7.1.1** A brief statement of the General Contractor understanding of the work to be done; and
 - 7.1.2** A detailed description that clearly defines the method of approach that the General Contractor will utilize in the successful achievement/delivery of the RFP's intended Scope of Work; inclusive of timelines and schedules
 - 7.1.3** Provide a brief statement of the maximum number of single-family homes that the General Contractor can reconstruct-simultaneously, while still maintaining a high quality of service delivery under each awarded project.
 - 7.1.4** Provide a brief statement of the willingness and demonstrated capacity of the General Contractor to undertake housing reconstruction projects at any location within "geographic work area" as defined in paragraph 3.6 SPECIFICATION/SCOPE OF WORK.
 - 7.1.5** Provide a list of all construction trade affiliations and relationships the General Contractor presently maintains with as subcontractors and building construction materials suppliers.
 - 7.1.6** Provide a list of assets/equipment the General Contractor presently possess via demonstrated ownership, control or leasehold of heavy equipment (i.e. trucks, backhoes, cement mixers, trailers, etc.), which he/she currently utilize to undertake new housing construction and/or demolition work.
 - 7.1.7** Provide a detail logistical operational plan on how the General Contractor will perform all required tasks as it pertains to addressing housing reconstruction if he/she were the awarded the contract. The highest quality Logistical Operations Plan shall outline the General Contractor's ability as follows:
 - 7.1.7.1** General Contractor ability to manage multiple housing reconstruction work sites;
 - 7.1.7.2** General Contractor ability to schedule reconstruction work for individual houses to ensure timely work completion;
 - 7.1.7.3** General Contractor ability to mobilize work crews and subcontractors needed to complete work;
 - 7.1.7.4** General Contractor method by which he/she will track work progress on individual projects, to ensure the timely completion of the work specified under each contract.
- 8.0** **PERMITS, REGISTRATIONS, & CERTIFICATIONS:**
- 8.1** Provide copies of permits, registrations, and certifications pertaining to conducting business in the State of Texas. Specific submittals include, but are not limited to the following:
 - 8.1.1** Letter of existence/registration issued by the Texas Secretary of State, indicating that the if the General Contractor Company is a Corporation, either Texas or foreign that is authorized to do business in the State of Texas
 - 8.1.2** Certificate of Account Status issued by the Texas Comptroller of Public Accounts, establishing that the General Contractor firm is current with any and all taxes, if any, due to the state of Texas.
 - 8.1.3** A notarized statement that the General Contractor is not debarred, suspended, or an ineligible Contractor according to HUD's "Consolidated List of Debarred, Suspended and Ineligible Contractors" and the US General Services Administration's "Consolidated List of Debarred and Suspended Contractors"
 - 8.1.4** The General Contractor acknowledges and certifies that a) his/her company and its subcontractors has the capacity and technical ability to perform the range of services stated in the scope of work; and b) that the General Contractor and its subcontractors have the experienced personnel to perform the range of services stated in the scope of work.

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- 8.1.5 The General Contractor acknowledges and certifies that: his/her company will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the potential activities of employees whose principal employment activities are funded in whole or in part with federal funds, related to work under this RFP.
- 8.1.6 The General Contractor acknowledges and certifies that: the General Contractor Company in the performance of the Work, and to the extent applicable, will comply with all federal Laws and policies relating to the CDBG including but not limited to those set forth below, which are incorporated by reference:
 - 8.1.6.1 24 CFR Part 570, Subpart I;
 - 8.1.6.2 Public Law 109 – 148 (Department of Defense Appropriations Act, 2006);
 - 8.1.6.3 Public Law 109 – 234 (Emergency Supplemental Appropriations Act for Defense, the Global War on Terror, and Hurricane Recovery, 2006);
 - 8.1.6.4 Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for CDBG Disaster Recovery Grantees Under the Department of Defense Appropriations Act, 2006; Notice, "71 Fed. Reg. 7666 Feb. 13, 2006);
 - 8.1.6.5 48 CFR, Part 31 regarding the allow ability of costs;
 - 8.1.6.6 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Section 1701u);
 - 8.1.6.7 Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U. S. C. Section 4831 (b)) and the procedures established by the Department thereunder; and
 - 8.1.6.8 "Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities," 24 CFR 58, and the laws and authorities specified at 24 CFR Sections 58.5 and 58.6

9.0 CONTENTS:

- 9.1 The contents should be identified by section, description, page number, and should include, at a minimum, the following sections:
 - 9.1.1 Title Page
 - 9.1.2 Signed and Notarized Offer and Submittal Form (Exhibit I)
 - 9.1.3 Letter of Transmittal
 - 9.1.4 Expertise/Experience/Reliability Statement (Items 4.1 – 4.6)
 - 9.1.5 Organizational Chart, Resumes and Certifications/Licenses of Proposed Key Personnel
 - 9.1.6 Work Quality (Items 5.1 – 5.7)
 - 9.1.7 Financial Statement/Bonding Capacity (Items 6.1 – 6.4)
 - 9.1.8 Housing Unit Production Capacity/Proposed Operations Plan/Equipment List/Assets (Items 7.1 – 7.1.7.4)
 - 9.1.9 Permits, Registrations & Certifications (Items 8.1 – 8.1.6.8)
 - 9.1.10 List of References and List of Proposed Subcontractors (Exhibit I)
 - 9.1.11 Signed M/WBE Forms: Attachment "A" Schedule of M/WBE Participation, and Attachment "B" Letter of Intent (Exhibit II)

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- 9.1.11 Pricing Form/Fee Schedule (Exhibit III)
- 9.1.12 Fair Campaign Ordinance Form "A" (Exhibit V)
- 9.1.13 Affidavit of Ownership or Control (Exhibit VI)
- 9.1.14 Drug Compliance Agreement Attachment "A" and Contractor's Certification of No Safety Impact Positions Attachment "C" (Exhibit VII)
- 9.1.15 Anti-Collusion Statement (Exhibit VIII)
- 9.1.16 Conflict of Interest Questionnaire (Exhibit IX)
- 9.1.17 City Contractors' Pay or Play Acknowledgement Form (Exhibit X)
- 9.1.18 Bid Bond \$10,000.00 (Exhibit XI)
- 9.1.19 Requested Information Outlined in the Scope of Work and Other Additional Relevant/Supporting Information or Alternate Proposals

EVALUATION AND SELECTION PROCESS

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1.0 EVALUATION SUMMARY:

- 1.1 An evaluation committee will develop a short list of Offeror(s) based upon the initial review of each Proposal received. The short listed Offeror(s) may be scheduled for a structured oral presentation, demonstration and/or interview. Such presentations will be at no cost to the City of Houston. At the end of the oral presentation, demonstration and/or interview, the evaluation of the short listed Offeror(s) will be completed. However, the evaluation committee reserves the right to issue letter(s) of clarity when deemed necessary to any or all Offeror(s). The oral presentations, demonstrations and/or interview may be recorded and/or videotaped.

2.0 SELECTION PROCESS:

- 2.1 The award of this contract(s) will be made to the respondent(s) offering the response which best meets the needs of the City. The City may make investigations, as it deems necessary, to determine the capabilities of the Offeror(s) to create, modify and implement the required application modules. The Offeror(s) shall furnish to the City such data as the City may request for this purpose. The City reserves the right to reject any offer if the evidence submitted by or the investigation of the Offeror(s) fails to satisfy the City or the Offeror(s) is deemed unqualified to provide the services contemplated. Each Proposal will be evaluated on the basis of the following evaluation criteria that are listed in order of importance below:

2.1.1	Expertise/Experience/Qualifications/Personnel	25%
2.1.2	Work Quality	25%
2.1.3	Financial Statements/Bonding Capacity	25%
2.1.4	Housing Unit Production Capacity/Proposed Operations/Equipment List/Assets	20%
2.1.5	Permits, Registrations, & Certifications	5%

3.0 RFP SCORING MATRIX:

- 3.1 An individual "Scoring Matrix" has been provided for the "Housing Reconstruction" that will be used to select the best respondent under this RFP. Using the Selection Criteria outlined immediately above, the scoring matrix takes into account the experience and capabilities of each General Contractor firm to perform the scope of work required for the project activity as described in this RFP. The Scoring Matrix is attached to this RFP document on the SPD Website: <http://purchasing.houstontx.gov/>
- 3.1.1 "HOUSING RECONSTRUCTION CONTRACTS SCORING MATRIX".

**EXHIBIT I – OFFER AND SUBMITTAL, REFERENCES,
PROPOSED SUBCONTRACTORS
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EXHIBIT I – OFFER AND SUBMITTAL
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NOTE: PROPOSAL MUST BE SIGNED AND NOTORIZED BY AN AUTHORIZED REPRESENTATIVE(S) OF THE PROPOSER, WHICH MUST BE THE ACTUAL LEGAL ENTITY THAT WILL PERFORM THE CONTRACT IF AWARDED AND THE TOTAL FIXED PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF ONE-HUNDRED EIGHTY (180) DAYS.

"THE RESPONDENT WARRANTS THAT NO PERSON OR SELLING AGENCY HAS BEEN EMPLOYED OR RETAINED TO SOLICIT OR SECURE THIS CONTRACT UPON AN AGREEMENT OR UNDERSTANDING FOR A COMMISSION, PERCENTAGE, BROKERAGE, OR CONTINGENT FEE, EXCEPTING BONA FIDE EMPLOYEES. FOR BREACH OR VIOLATION OF THIS WARRANTY, THE CITY SHALL HAVE THE RIGHT TO ANNUL THIS AGREEMENT WITHOUT LIABILITY OR, AT ITS DISCRETION, TO DEDUCT FROM THE CONTRACT PRICES OR CONSIDERATION, OR OTHERWISE RECOVER THE FULL AMOUNT OF SUCH COMMISSION, PERCENTAGE, BROKERAGE OR CONTINGENT FEE."

Respectfully Submitted:

(Print or Type Name of Contractor – Full Company Name)

City of Houston Vendor No. (If already doing business with City): _____

Federal Identification Number: _____

By: _____
(Signature of Authorized Officer or Agent)

Printed Name: _____

Title: _____

Date: _____

Address of Contractor: _____
Street Address or P.O. Box

City – State – Zip Code

Telephone No. of Contractor: (____) _____

Signature, Name and title of Affiant: _____

(Notary Public in and for)

County, Texas

My Commission Expires: _____ day of _____ 20____

BID BOND:

The Bidder shall provide a bid bond in the Amount of \$10,000. This bond shall be in the same form as that distributed by the City, and shall be duly executed by General Contractor (as "Principal") and by a corporate surety company licensed to do business in the State of Texas. Cashier checks made payable to the City is also accepted. Bid bonds will be held by the City until a selection is approved.

EXHIBIT I – REFERENCES SOLICITATION NO.: S29-T23922
--

LIST OF PREVIOUS CUSTOMERS

1. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

2. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

3. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

4. Name: _____ Phone No.: _____
Address: _____
Contract Award Date: _____ Contract Completion Date: _____
Contract Name/Title: _____
System Description: _____

EXHIBIT I – LIST OF SUBCONTRACTOR(S) SOLICITATION NO.: S29-T23922
--

The following is a list of Subcontractors we propose to engage on the following items of Work. Any item of Work which does not designate a Subcontractor will be done by the firm submitting the Proposal.

SUBCONTRACTOR/SUPPLIER

[illegible]

EXHIBIT I – LIST OF SUBCONTRACTOR(S)
SOLICITATION NO.: S29-T23922

**EXHIBIT II – MINORITY/WOMEN BUSINESS ENTERPRISES
CONTRACT REQUIREMENTS
SOLICITATION NO.: S29-T23922**

EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S29-T23922

DATE OF REPORT: _____

BID NO.: _____

FORMAL BID TITLE: _____

NAME OF MINORITY/WOMEN SUBCONTRACTOR	AFFIRMATIVE ACTION DIVISION CERTIFICATION NO.	STREET ADDRESS AND CITY, STATE, ZIP CODE	TELEPHONE NO.	SCOPE OF WORK	AGREE PRICE
TOTAL.....					\$ _____
M/WBE PARTICIPATION AMOUNT.....					\$ _____ %
TOTAL BID AMOUNT.....					\$ _____

EXHIBIT II – ATTACHMENT “A”: SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S29-T23922

EXHIBIT II – ATTACHMENT “A” (CONTINUED): SCHEDULE OF M/WBE PARTICIPATION
SOLICITATION NO.: S29-T23922

IF YOU HAVE USED YOUR BEST EFFORTS TO CARRY OUT THE CITY'S M/WBE POLICY BY SEEKING SUBCONTRACTS AND SUPPLY AGREEMENTS WITH MINORITY AND WOMEN BUSINESS ENTERPRISES, YET FAILED TO MEET THE STATED PERCENTAGE GOAL OF THIS BID DOCUMENT, LIST BELOW YOUR GOOD FAITH EFFORTS FOR COMPLIANCE (DEFINITION OF REQUIREMENTS CAN BE OBTAINED THROUGH AFFIRMATIVE ACTION AT (713) 837-9000).

THE UNDERSIGNED WILL ENTER INTO A FORMAL AGREEMENT WITH THE MINORITY AND/OR WOMEN SUBCONTRACTORS AND SUPPLIERS LISTED IN THIS SCHEDULE CONDITIONED UPON AWARD OF A CONTRACT FROM THE CITY.

NOTE:

ALL FIRMS LISTED ABOVE MUST BE CERTIFIED (OR ELIGIBLE FOR CERTIFICATION) BY THE AFFIRMATIVE ACTION DIVISION. THIS SCHEDULE OF M/WBE PARTICIPATION SHOULD BE RETURNED, IN DUPLICATE, WITH THE BID FORM.

BIDDER COMPANY NAME

SIGNATURE OF AUTHORIZED OFFICER OR AGENT OF BIDDER

NAME (TYPE OR PRINT)

TITLE

**EXHIBIT II – ATTACHMENT “B”: M/WBE LETTER OF INTENT
SOLICITATION NO.: S29-T23922**

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT.

TO: **City of Houston**
City Purchasing Agent

MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) AND SUPPLIER

LETTER OF INTENT

Contract Bid Number: _____

Bid Title: _____

Bid Amount: _____

M/WBE Participation Amount: \$ _____ **M/WBE GOAL** _____%

1. _____ agrees to perform work/supply goods and/or
(Name of Minority/Women Business Enterprise)
Services in connection with the above-named contract and _____ as:
Name of Prime Contractor
 - (a) _____ An Individual
 - (b) _____ A Partnership
 - (c) _____ A Corporation
 - (d) _____ A Joint Venture
2. _____ status is confirmed by M/WBE Directory made
(Name of Minority/Women Business Enterprise)
available through the City of Houston Affirmative Action Division. Certificate No.: _____.
3. _____ and _____
(Name of Prime Contractor) (Minority/Women Business Enterprise)
intend to work on the above-named contract in accordance with the M/WBE Participation Section of the
City of Houston Contract Bid Provision.

The Terms & Conditions of Attachment “C” attached hereto are incorporated into this Letter of Intent for all purposes.

(Signed -- Prime Contractor)

(Signed -- Minority/Women Business Enterprise)

(Title)

(Title)

(Date)

(Date)

EXHIBIT II – ATTACHMENT “C”: CERTIFIED M/WBE SUBCONTRACT TERMS SOLICITATION NO.: S29-T23922
--

Contractor shall insure that all subcontracts with M/WBE subcontractors and suppliers are clearly labeled “THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT” and contain the following terms:

1. _____ (M/WBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director (“the Director”).
2. _____ (M/WBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform 1) audits of the books and records of the subcontractor, and 2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
3. Within five (5) business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
4. As conclude by the parties to this subcontract, and as evidenced by their signatures hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 – “the Act”). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
 - c. Each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
 - d. In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.

These provisions apply to goal oriented contracts. A goal oriented contract means any contract for the supply of goods or non-personal or non-professional services in excess of \$100,000.00 for which competitive bids are required by law; not within the scope of the MBE/WBE program of the United States Environmental Protection Agency on the United States Department of Transportation; and ;, which the City Purchasing Agent has determined to have significant M/WBE subcontracting potential in fields which there are an adequate number on known MBE's and/or WBE's to compete for City contract.

The M/WBE policy of the City of Houston will discussed during the pre-bid. For information assistance, and/or to receive a copy of the City's Affirmative action policy and/or ordinance contact the Affirmative Action Division at (713) 837-9000, 611 Walker, 20th Floor, Houston, Texas.

**EXHIBIT II – ATTACHMENT “D”: AFFIRMATIVE ACTION AND
CONTRACT COMPLIANCE M/WBE UTILIZATION REPORT
SOLICITATION NO.: S29-T23922**

Report Period: _____

PROJECT NAME & NUMBER: _____

AWARD DATE: _____

PRIME CONTRACTOR: _____

CONTRACT NO.: _____

ADDRESS: _____

CONTRACT AMOUNT: _____

LIAISON/PHONE NO.: _____

M/WBE GOAL: _____

M/WBE SUB/VENDOR NAME	DATE OF A.A. CERTIFICATION	DATE OF SUBCONTRACT	SUBCONTRACT AMOUNT	% OF TOTAL CONTRACT	AMOUNT PAID TO DATE	% OF CONTRACT TO DATE

Use additional pages if needed. Submit by the 15th day of the following month.
Provide support documentation on all revenues paid to end of the report period to:
M/WBE's to reflect up/down variances on Contract amount.

Affirmative Action Division
ATTN: Velma Laws 713-837-9018
611 Walker, 20th Floor
Houston, Texas 77002

SOLICITATION NO.: S29-T23922

39

**EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE
INSURANCE CERTIFICATE
SOLICITATION NO.: S29-T23922**

To comply with the Terms & Conditions for insurance in a City of Houston Service Contract, the Contractor's Insurance Certificate must be prepared as follows and shall meet the requirements set forth in this Solicitation:

- A. The City of Houston must be listed as an **additional insured** on the face of the Certificate, except those for Worker's Compensation and Employer's Liability.
- B. Each Policy must contain an endorsement to the effect that **the issuer waives any claim or right in the nature of subrogation** to recover against the City, its officers, agents or employees.
- C. The City of Houston must be included in the Insurer's Notification Requirement, which may be accomplished in one of the following ways:
1. By the Contractor's Insurance Agent revising the standard cancellation clause to read substantially as follows (all handwritten strike-outs, additions, and changes to the original text, must all be initialed by the Insurance Agent authorized to make such changes):

=====C A N C E L L A T I O N=====

J. D.

NON-RENEWED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION

J. D.

DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO MAIL 30 DAYS~~
WRITTEN NOTICE OF SUCH CHANGE TO THE CERTIFICATE HOLDER NAMED (TO
THE LEFT), ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO~~
~~OBLIGATION OR LIABILITY OF ANY KIND~~

J. D.

~~UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

=====

AUTHORIZED REPRESENTATIVE OF INSURER John Doe

=====

- O R -

2. By Attaching Endorsements in the form attached.
- D. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting the all of the above requirements except as to amount. The amount shall be commensurate with the amount of the subcontract, but not in no case shall it be less than \$500,000 per occurrence.

<p align="center">EXHIBIT IV – INSURANCE REQUIREMENTS AND SAMPLE INSURANCE CERTIFICATE SOLICITATION NO.: S29-T23922</p>

Revised - 03/09/95

CERTIFICATE OF INSURANCE EXPLANATIONS

1. Certificate must not be more than 90 days old.
2. Name and Address of Producer writing coverage.
3. Name of each insurance company providing coverage (as listed in Best's Key Rating Guide or on company's Certificate of Authority on file with Texas Department of Insurance). Each company must have (1) a Certificate of Authority to transact insurance business in Texas or (2) be an eligible non-admitted insurer in the State of Texas and have a Best's rating of B+ or better and a Best's financial size category of class VI or better according to the most current edition Best's Key Rating Guide.
4. Name and address of Insured (as shown on policy)
5. Letter in the column must reference the insurer of the policy being described
6. Must be a policy number; no binders will be accepted
7. Date policy became effective
8. Expiration date must be at least **30** days from date of delivery of certificate
9. Name and file number of project
10. Name of project manager
11. Signature or facsimile signature of authorized representative of Producer (blue ink preferred)
12. All required endorsements must accompany the certificate

EXHIBIT IV – SAMPLE INSURANCE CERTIFICATE FOR CONTRACT AWARD (\$50K OR MORE) SOLICITATION NO.: S29-T23922

ACORD. CERTIFICATE OF INSURANCE Issue Date (MM/DD/YY)

PRODUCER

ISSUERS OF POLICIES. THE ISSUER SHALL HAVE A RATING OF AT LEAST B + AND FINANCIAL SIZE OF CLASS VI OR BETTER ACCORDING TO THE CURRENT YEAR'S BEST RATING.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A

COMPANY B

COMPANY C

COMPANY D

COMPANY E

INSURED

SAMPLE FORM

COVERAGE'S

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR.	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION (MM/DD/YY)	POLICY LIMITS
A.	General Liability (X) Commercial General Liability Claims Made (X) Occur. Owners & Contractors Prot.			General Aggregate Products-Comp/Op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (Any one fire) Med. Expense (Any one person)	\$1,000,000 \$1,000,000 \$1,000,000 \$ 500,000 \$ 50,000 \$ 5,000
A.	Automobile Liability (X) Any Auto (X) All Owned Autos () Scheduled Autos () Hired Autos () Non-Owned Autos Garage Liability	Auto Liability Insurance for autos furnished or used in the course of performance of this Contract. Including Owned, Non-owned, and Hired Auto coverage. (Any Auto coverage may be substituted for Owned, Non-owned and Hired Auto Coverage.) If no autos are owned by Contractor, coverage may be limited to Non-owned and Hired Autos. If Owned Auto coverage cannot be purchased by Contractor, Scheduled Auto coverage may be substituted for Owned Auto coverage. EACH AUTO USED IN PERFORMANCE OF THIS CONTRACT SHALL BE COVERED IN THE LIMITS SPECIFIED.		Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per Accident) Property Damage	\$1,000,000 \$ \$ \$
	Excess Liability			Each Occurrence Aggregate	\$ \$
	Worker's Compensation and Employee Liability Other	Statutory Limits	(X)	Statutory Limits Each Accident Disease - Policy Limit Disease - Each Employee	\$ 100,000 \$ 100,000 \$ 100,000

DESCRIPTION OF OPERATION/LOCATIONS/VEHICLES/SPECIAL ITEMS

City of Houston is named as additional insured on Auto and General Liability policies, and Waiver of Subrogation on Auto, General Liability, and Worker's Compensation.
For (Project Name)

CERTIFICATE HOLDER

SHALL BE MODIFIED AS FOLLOWS: **CANCELLATION**
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED NON-RENEWED BEFORE THE EXPIRATION DATE THERE OF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. CITY OF HOUSTON / FINANCE AND ADMINISTRATION

DEPARTMENT – STRATEGIC PURCHASING DIVISION

P.O. BOX 1562
HOUSTON, TEXAS 77251

AUTHORIZED REPRESENTATIVE

<p style="text-align: center;">EXHIBIT V – FAIR CAMPAIGN ORDINANCE SOLICITATION NO.: S29-T23922</p>

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers and officers-elect). All respondents to this invitation to bid must comply with Houston Code of Ordinances Chapter 18 as amended relating to the contribution and solicitation of funds for election campaigns. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Candidates for city office may neither solicit nor receive contributions except during a period commencing 270 calendar days prior to an election date for which a person is a candidate for such office and ending 90 calendar days after the election date, including run off elections if such candidate is on the ballot.

Further, it shall be unlawful either for any person who submits a Bid or Proposal to contribute or offer any contribution to a candidate or for any candidate to solicit or accept any contribution from such person for a period commencing at the time of posting of the City Council Meeting Agenda including an item for the award of the Contract and ending upon the 30th day after the award of the Contract by City Council.

For the purposes of this Ordinance, a **Contract** is defined as each Contract having a value in excess of \$30,000 that is let by the City for professional services, personal services, or other goods or services of any other nature whether the Contract is awarded on a negotiated basis, request for Proposal basis, competitive Proposal basis or formal sealed competitive Bids. The term **Contractor** includes proprietors of proprietorships, partners having an equity interest of 10% or more of partnerships, (including limited liability partnerships and companies), all officers and directors of corporations (including limited liability corporations), and all holders of 10% or more of the outstanding shares of corporations.

A STATEMENT DISCLOSING THE NAMES AND BUSINESS ADDRESSES EACH OF THOSE PERSONS WILL BE REQUIRED TO BE SUBMITTED WITH EACH BID OR PROPOSAL FOR A CITY CONTRACT. Completion of the attached form entitled "**Contractor Submission List**" will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

<div>EXHIBIT V – FORM “A”: FAIR CAMPAIGN SOLICITATION NO.: S29-T23922</div>

CITY OF HOUSTON FAIR CAMPAIGN ORDINANCE

The City of Houston Fair Campaign Ordinance makes it unlawful for a Contractor to offer any contribution to a candidate for City elective office (including elected officers-elect) during a certain period of time prior to and following the award of the Contract by the City Council. The term “Contractor” Includes proprietors of proprietorships, partners or joint venture's having an equity interest of 10 percent or more for the partnership or Joint venture, and officers, directors and holders of 10 percent or more of the outstanding shares of corporations. A statement disclosing the names and business addresses of each of those persons will be required to be submitted with each Bid or Proposal for a City Contract. See Chapter 18 of the Code of Ordinances, Houston, Texas, for further information.

This list is submitted under the Provisions of Section 18-36(b) of the Code of Ordinances, Houston, Texas, in connection with the attached Proposal, submission or bid of:

Firm or Company Name: _____

Firm or Company Address: _____

The firm/company is organized as a (Check one as applicable) and attach additional pages if needed to supply the required names and addresses:

[] **SOLE PROPRIETORSHIP**

Name _____	_____
Proprietor	Address

[] **A PARTNERSHIP**

List each partner having equity interest of 10% or more of partnership (if none state “none”):

Name _____	_____
Partner	Address

Name _____	_____
Partner	Address

[] **A CORPORATION**

List all directors of the corporation (if none state “none”):

Name _____	_____
Director	Address

Name _____	_____
Director	Address

Name _____	_____
Director	Address

EXHIBIT V – FORM “A”: FAIR CAMPAIGN
SOLICITATION NO.: S29-T23922

List all officers of the corporation (if none state none”):

Name _____ Officer	_____ Address
Name _____ Officer	_____ Address
Name _____ Officer	_____ Address

List all individuals owning 10% or more of outstanding shares of stock of the corporation (if none state “none”):

Name _____	_____ Address
Name _____	_____ Address
Name _____	_____ Address

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

_____ Preparer	
_____ Printed Name	
_____ Title	

Note: This list constitutes a **government record** as defined by § 37.01 of the Texas Penal Code.

8/23/01

<p style="text-align: center;">EXHIBIT VI: CONTRACTOR OWNERSHIP DISCLOSURE ORDINANCE SOLICITATION NO.: S29-T23922</p>
--

City Council requires knowledge of the identities of the owners of entities seeking to Contract with the City in order to review their indebtedness to the City prior to entering Contracts. Therefore, all respondents to this Invitation to Bid must comply with Houston Code of Ordinances Chapter 15, as amended (Sections 15-122 through 15-126) relating to the disclosure of owners of entities bidding on, proposing for or receiving City contracts. Provisions of this ordinance are provided in part in the paragraphs that follow. Complete copies may be obtained from the office of the City Secretary.

Contracting entity means a sole proprietorship, corporation, non-profit corporation, partnership, joint venture, limited liability company, or other entity that seeks to enter into a contract requiring approval by the Council but excluding governmental entities.

A contracting entity must submit at the time of its Bid or Proposal, an affidavit listing the full names and the business and residence addresses of all persons owning five percent or more of a contracting entity or, where a contracting entity is a non-profit corporation, the full names and the business and residence addresses of all officers of the non-profit corporation.

Completion of the "**Affidavit of Ownership or Control**," included herein, and submitted with the Official Bid or Proposal Form will satisfy this requirement. Failure to provide this information may be just cause for rejection of your Bid or Proposal.

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S29-T23922

ORIG. DEPT.: _____

FILE/I.D. NO.: _____

INSTRUCTION: ENTITIES USING AN ASSUMED NAME SHOULD DISCLOSE SUCH FACT TO AVOID REJECTION OF THE AFFIDAVIT. THE FOLLOWING FORMAT IS RECOMMENDED: CORPORATE/LEGAL NAME DBA ASSUMED NAME.

STATE OF _____

§
§
§

AFFIDAVIT OF OWNERSHIP OR CONTROL

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared

_____ [FULL NAME] (hereafter "Affiant"),

_____ [STATE TITLE/CAPACITY WITH CONTRACTING
ENTITY] of _____

[CONTRACTING ENTITY'S CORPORATE/LEGAL NAME] ("Contracting Entity"), who being by me duly sworn on oath stated as follows:

1. Affiant is authorized to give this affidavit and has personal knowledge of the facts and matters herein stated.

2. Contracting Entity seeks to do business with the City in connection with

_____ [DESCRIBE PROJECT OR MATTER] which is expected to be in an amount that exceeds \$50,000.

3. The following information is submitted in connection with the proposal, submission or bid of Contracting Entity in connection with the above described project or matter.

4. Contracting Entity is organized as a business entity as noted below (check box as applicable).

FOR PROFIT ENTITY:

NON-PROFIT ENTITY:

- ☐ SOLE PROPRIETORSHIP
- ☐ CORPORATION
- ☐ PARTNERSHIP
- ☐ LIMITED PARTNERSHIP
- ☐ JOINT VENTURE
- ☐ LIMITED LIABILITY COMPANY
- ☐ OTHER (Specify type in space below)

- ☐ NON-PROFIT CORPORATION
- ☐ UNINCORPORATED ASSOCIATION

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S29-T23922

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL

SOLICITATION NO.: S29-T23922

5. The information shown below is true and correct for the Contracting Entity and all owners of 5% or more of the Contracting Entity and, where the Contracting Entity is a non-profit entity, the required information has been shown for each officer, *i.e.*, president, vice-president, secretary, treasurer, etc. **[NOTE: IN ALL CASES, USE FULL NAMES, LOCAL BUSINESS AND RESIDENCE ADDRESSES AND TELEPHONE NUMBERS. DO NOT USE POST OFFICE BOXES FOR ANY ADDRESS. INCLUSION OF E-MAIL ADDRESSES IS OPTIONAL, BUT RECOMMENDED. ATTACH ADDITIONAL SHEETS AS NEEDED.]**

Contracting Entity

Name: _____

Business Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (____) _____

Email Address [***OPTIONAL***] _____

Residence Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (____) _____

Email Address [***OPTIONAL***] _____

5% Owner(s) or More (IF NONE, STATE "NONE.")

Name: _____

Business Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (____) _____

Email Address [***OPTIONAL***] _____

Residence Address [***No./STREET***] _____

[***CITY/STATE/ZIP CODE***] _____

Telephone Number (____) _____

Email Address [***OPTIONAL***] _____

EXHIBIT VI: AFFIDAVIT OF OWNERSHIP OR CONTROL
SOLICITATION NO.: S29-T23922

6. Optional Information

Contracting Entity and/or _____ [NAME OF OWNER OR NON-PROFIT OFFICER] is actively protesting, challenging or appealing the accuracy and/or amount of taxes levied against _____ [CONTRACTING ENTITY, OWNER OR NON-PROFIT OFFICER] as follows:

Name of Debtor: _____
Tax Account Nos. _____
Case or File Nos. _____
Attorney/Agent Name _____
Attorney/Agent Phone No. (_____) _____
Tax Years _____

Status of Appeal [DESCRIBE] _____

Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Contracting Entity, that Affiant is associated with the Contracting Entity in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20____.

(Seal)

Notary Public

NOTE:

This affidavit constitutes a **government record** as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

**EXHIBIT VII: DRUG DETECTION AND DETERRENCE
PROCEDURES FOR CONTRACTORS
SOLICITATION NO.: S29-T23922**

- (a) It is the policy of the City to achieve a drug-free workforce and to provide a workplace that is free from the use of illegal drugs and alcohol. It is also the policy of the City that the manufacture, distribution, dispensation, possession, sale or use of illegal drugs or alcohol by contractors while on City premises is prohibited. By executing this Contract, Contractor represents and certifies that it meets and shall comply with all the requirements and procedures set forth in the Mayor's Policy on Drug Detection and Deterrence, City Council Motion No. 92-1971 ("Mayor's Policy") and the Mayor's Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), both of which are on file in the Office of the City Secretary.
- (b) Confirming its compliance with the Mayor's Policy and Executive Order, Contractor, as a condition precedent to City's obligations under this Contract, will have filed with the Contract Compliance Officer for Drug Testing ("CCODT"), prior to execution of this Contract by the City, (i) a copy of its drug-free workplace policy, (ii) the Drug Policy Compliance Agreement substantially in the format set forth in Attachment "A" to the Executive Order, together with a written designation of all safety impact positions, and (iii) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the format set forth in Attachment "C" to the Executive Order. If Contractor files written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Contract or upon the completion of this Contract if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Attachment "B" to the Executive Order. The Drug Policy Compliance Declaration shall be submitted to the CCODT within thirty days of completion of this Contract. The first six (6) month period shall begin to run on the date City issues its notice to proceed hereunder or if no notice to proceed is issued, on the first day Contractor begins work under this Contract.
- (c) Contractor shall have the continuing obligation to file with the CCODT written designations of safety impact positions and Drug Policy Compliance Declarations at anytime during the performance of this Contract that safety impact positions are added if initially no safety impact positions were designated. Contractor also shall have the continuing obligation to file updated designations of safety impact positions with the CCODT when additional safety impact positions are added to Contractor's employee work force.
- (d) The failure of Contractor to comply with the above Sections shall be a breach of this Contract entitling City to terminate in accordance with Article IV.

EXHIBIT VII – ATTACHMENT “A” DRUG POLICY COMPLIANCE AGREEMENT SOLICITATION NO.: S29-T23922

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the Contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed.

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the Contract by the City of Houston.

Date _____

Contractor Name

Signature

Title

EXHIBIT VII – ATTACHMENT “B” DRUG POLICY COMPLIANCE DECLARATION SOLICITATION NO.: S29-T23922

I, _____ as an owner or officer of _____

(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding six months from _____ to _____, 19_____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified. The policy ***Initials*** meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

Written drug testing procedures have been implemented in conformity with the Mayor's Drug *Initials* Detection and Deterrence Procedures for Contractors, Executive Order 1-31. Employees have been notified of such procedures.

Collection/testing has been conducted in compliance with federal Health and Human Services **Initials** (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions performing on **Initials** the City of Houston contract. The number of employees on safety impact positions during this reporting period is _____.

From _____ to _____ the following testing has occurred.
Initials (start date) (end date)

	<u>Random</u>	<u>Reasonable Suspicion</u>	<u>Post Accident</u>	<u>Total</u>
Number of Employees Tested	_____	_____	_____	_____
Number of Employees Positive	_____	_____	_____	_____
Percent Employees Positive	_____	_____	_____	_____

Any employee who tested positive was immediately removed from the City worksite consistent with the (Initials) Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with established guidelines
(Initials) will be considered a breach of Contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

Date _____

Contractor Name

Signature

Title _____

EXHIBIT VII – ATTACHMENT “C” AND “D”
CONTRACTOR’S CERTIFICATION OF NO SAFETY IMPACT POSITIONS
SOLICITATION NO.: S29-T23922

I, _____
(Name) (Print/Type) (Title)

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date _____

Contractor Name

Signature _____

Title _____

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS**

ATTACHMENT "D"

_____ as an owner or officer of
(NAME) (PRINT/TYPE)

authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, coworkers, and/or the public.

DATE _____

CONTRACTOR'S NAME

SIGNATURE _____

TITLE _____

EXHIBIT VIII – ANTI-COLLUSION STATEMENT SOLICITATION NO.: S29-T23922

Anti-Collusion Statement

The undersigned, as Proposer, certifies that the only person or parties interested in this Proposal as principals are those named herein; that the Proposer has not, either directly or indirectly entered into any Agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the award of this Contract.

Date

Proposer Signature

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S29-T23922

Chapter 176 of the Local Government Code requires every Vendor or Contractor with the City of Houston ("City") to file a Conflict of Interest Questionnaire with the City Secretary of the City of Houston by the seventh business day after:

- (1) any contract discussions or negotiations begin, or
- (2) submitting an application, responses to requests for proposals, bids, correspondence, or any writing related to a potential Agreement with the City.

The Conflict of Interest Questionnaire is available for downloading from the Texas Ethics Commission's website at <http://www.ethics.state.tx.us/forms/CIQ.pdf>. The completed Conflict of Interest Questionnaires will be posted on the City Secretary's website. There will also be a list of the City's Local Government Officers on the City of Houston's website.

Additionally, each Vendor or Contractor must file updated questionnaires no later than September 1st of each year that the Vendor or Contractor seeks to contract with the City, or the seventh business day after the date of an event that would render the questionnaire incomplete or inaccurate.

However, a Vendor or Contractor is not required to file a new questionnaire in any year if the vendor has completed a questionnaire between June 1st and September 1st of that year, unless the previous questionnaire is incomplete or inaccurate.

Original Conflict of Interest Questionnaire shall be filed with Houston's Records Administrator (Ms. Anna Russell, City Secretary, 900 Bagby, First Floor, Houston, Texas 77002). Vendors and Contractors shall include a copy of the form that was submitted to the City Secretary as part of the Bid Package. Any questions about filling out this form should be directed to your attorney

Failure of any Vendor or Contractor to comply with this law is a Class-C misdemeanor.

EXHIBIT IX – CONFLICT OF INTEREST QUESTIONNAIRE

SOLICITATION NO.: S29-T23922

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS SOLICITATION NO.: S29-T23922
--

I. Pay or Play Program Elements

A. Purpose

Authorized by Ordinance 2007-534 and Executive Order 1-7, the purpose of the Pay or Play Program is (1) to create a more level playing field among competing contractors so that those who provide health benefits to their employees are not disadvantaged in the bidding process; and 2) to recognize and account for the fact that there are costs associated with the health care of the uninsured.

B. Program Elements

1. Covered Contracts: Contracts covered by the program are those that are advertised after July 1, 2007, which are valued at or above \$100,000 and are not primarily for the procurement of property, goods, supplies or equipment.
2. Covered employees: This program applies to employees of a covered Contractor or Subcontractor, including Contract labor, who are over age 18, work at least 30 hours per week and work any amount of time under a covered city Contract or Subcontract.
3. Compliance with the program means that the Contractor either:
 - “Pays” by contributing \$1.00 per covered employee per hour for work performed under the Contract with the City; or
 - “Plays” by offering health benefits to covered employees. Health benefits must meet or exceed the following standards:
 - The employer will contribute no less than \$150 per covered employee per month toward the total premium cost.
 - The employee contribution, if any amount, will be no greater than 50% of the total monthly premium cost.
4. Subcontracts: The Prime Contractor is responsible for compliance on behalf of covered employees, including Contract labor, of subcontractors with subcontracts valued at or greater than \$200,000, if the Subcontract is not primarily for the procurement of property, goods, supplies or equipment. Subcontractor compliance includes submission of applicable reports and/or payments to the Prime, as well as maintenance of records.
5. Exemptions/Waivers: The City of Houston will award a Contract to a Contractor that neither Pays nor Plays only if the Contractor has received an approved waiver.
6. Administration: Contractor performance in meeting Pay or Play program requirements will be managed by the contracting department. The Office of Affirmative Action and Contract Compliance will have administrative oversight of the program, including audit responsibilities. Questions about the program should be referred to the department POP Liaison or the Office of Affirmative Action and Contract Compliance.

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS

SOLICITATION NO.: S29-T23922

II. Documentation and Reporting Requirements

A. Document that must be signed and returned to administering department with the Bid/Proposal.

1. Notice to Prospective City Contractors (Form POP-1A) acknowledges Bidder/Proposers' knowledge of the program and its requirements, and the intention to comply.

B. Documents that must be signed and returned to administering department within a period designated by the department's Contract Administrator, upon notification of low Bidder or successful Proposer status:

1. Certification of Contractor's Intent to Comply with Pay or Play Program (Form POP-2). Note Contractors that opt to "play" must provide proof of coverage, including documentation from insurance provider, and names of covered employees.
2. List of Participating Subcontractors (Form POP-3).

C. The Contractor will comply with the following reporting requirements:

1. Contractors that opt to Play
Provide periodic reports to the Contract administrator showing proof of coverage. Reporting schedule will be determined by administering department based on length of Contract. (Form POP-7.)
2. Contractors that opt to Pay
Provide monthly reports to administering department, detailing names of employees, hours worked, exemptions (if any) and amount owed. (Form POP-5.)

Contractors shall submit an initial report with the second invoice to the department. Payments based on monthly reports are due to the contracting department with submission of the following month's invoice. Payments may be made via wire transfer, provided that proof of transaction is submitted to administering department.

III. Compliance and Enforcement

The Affirmative Action and Contract Compliance Office will audit program compliance. Contractors willfully violating or misrepresenting POP program compliance will be subject to corrective and/or punitive action, including but not limited to the assessment of fines and penalties and/or debarment.

The Pay or Play Program Requirements Form (POP-1) and all other POP Forms are available for downloading from the City of Houston's Website at <http://www.houstontx.gov/aacc/popforms.html>

EXHIBIT X – PAY OR PLAY PROGRAM REQUIREMENTS
SOLICITATION NO.: S29-T23922

EXHIBIT X – FORM “1A”
PAY OR PLAY PROGRAM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: S29-T23922



What this form does. This form acknowledges your awareness of the Pay or Play program. Your signature affirms that you will comply with the requirements of the program if you are the successful Bidder/Proposer, and ensure the same on behalf of subcontracts subject to the Pay or Play Program.

If you cannot make this assurance now, do not return this form.

For more information, contact the Contract Administrator.

Routing. Return this form with your Bid or Proposal.

I declare under penalty of perjury under the laws of the State of Texas that if awarded a contract, I will comply with the requirements of the Pay or Play Program.

Signature

Date

Print Name

City Vendor ID

Company Name

Phone Number

E-Mail Address

NAME AND TITLE (Print or Type)

EXHIBIT XI – BID BOND
SOLICITATION NO.: S29-T23922

CITY OF HOUSTON -- BID BOND

(Must be in an amount at least \$10,000.00)

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____ as principal and the other subscriber hereto as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Houston, a municipal corporation in the sum of \$ _____ Dollars (\$ _____).

The condition of this obligation is that: ---

WHEREAS, the said principal is submitting to the City of Houston his/her or its bid for the doing for the City of Houston of certain work and construction of which the following is a brief description, to-wit: ---

Bid No. Q23867

Housing Community Development Single Family Home Repair Program Disaster Relief (Citywide Locations)

In accordance with the plans and specifications for such work upon which such bid is made, to which plans and specifications reference is made for a more full description of the work and construction referred to.

NOW, THEREFORE, if the said bidder is awarded the contract for such work, the said bidder will, within the time provided in the specifications, enter into a contract with the City therefore upon the form and to the purpose and intent provided in the specifications, will furnish insurance as required in the specifications and will furnish a good and sufficient construction surety bond executed by said bidder and one corporate surety organized under the laws of the State of Texas or authorized to do business in the State of Texas and having a fully paid up capital stock of not less than \$100,000.00 and duly licensed and qualified by the Board of Insurance Commissioners of the State of Texas, which bond shall be for an amount equal to 100 percent of the contract price and shall be conditioned in accordance with the requirements stated in the specifications upon which such bid is being submitted.

In the event said bidder is unable or fails to execute said contract for the work proposed to be done, is unable or fails to furnish insurance as specified or is unable or fails to furnish said construction bond in the amount and condition as aforesaid, the undersigned principal and surety shall be liable to said City of Houston for the full amount of this obligation which is here and now agreed upon and admitted as the amount of the damages which will be suffered by the City of Houston on account of the failure of such bidder to so comply with the terms of this bid.

Executed this _____ day of _____, A.D. 2011.

PRINCIPAL

By _____

By _____

Surety

EXHIBIT XII – SAMPLE PAYMENT & PERFORMANCE BOND
SOLICITATION NO.: S29-T23922

SAMPLE PERFORMANCE & PAYMENT BONDS CAN BE VIEWED AT THE FOLLOWING LINK:

http://purchasing.houstontx.gov/solicitation_forms.html

PERFORMANCE AND PAYMENT BONDS ARE NOT REQUIRED TO BE SUBMITTED WITH QUALIFICATIONS PACKET PLEASE REFER TO SECTION 6.2 OF PROPOSALS OUTLINE AND MINIMUM CONTRACT REQUIREMENT

7V.6

TO: Mayor via City Secretary

REQUEST FOR COUNCIL ACTION

SUBJECT: Approval of a City of Houston Resolution supporting and approving the proposed construction of Light Rail Lofts at Midtown Terrace.		Category #	Page 1 of 1	Agenda Item #
FROM (Department or other point of origin): James D. Noteware, Director Housing and Community Development Department		Origination Date 4/5/11	Agenda Date	
DIRECTOR'S SIGNATURE:		Council District affected: District D		
For additional information contact: Eta Paranksy Phone: 713-868-8449		Date and identification of prior authorizing Council action:		
RECOMMENDATION: (Summary) The Department recommends approval of a Resolution supporting and approving the proposed construction of Light Rail Lofts at Midtown Terrace.				
Amount of Funding:			Finance Budget:	
SOURCE OF FUNDING <input type="checkbox"/> General Fund <input type="checkbox"/> Grant Fund <input type="checkbox"/> Enterprise Fund <input type="checkbox"/> Other (Specify)				
SPECIFIC EXPLANATION: 4600 Main Street Housing, LP, the developer of Light Rail Lofts at Midtown Terrace, a proposed 105-unit multifamily development located at 4600 Main Street to house homeless United States Veterans, is currently applying for Low-Income Housing Tax Credits (LIHTC) from the Texas Department of Housing and Community Affairs (TDHCA). Because the development is located one linear mile or less from a development that serves the same type of household, Travis Street Plaza (which is on the same site as the new project and developed by the same developer), and that has received Housing Tax Credits (including Tax Exempt Bond Developments) for new construction since December 20, 2007, TDHCA requires that the developer obtain approval and written statement of support from the Governing Body of the municipality by April 1, 2011. While this deadline has passed the developer has asked us for this letter so that they may approach the board of TDHCA to get a waiver of this deadline. If they do not get the waiver, they will be able to use this letter next year. A letter of support from CM Wanda Adams is attached. The Department recommends the City of Houston approve a Resolution supporting and approving construction of Light Rail Lofts at Midtown Terrace.				
REQUIRED AUTHORIZATION				
Finance Dept.		Other Authorization:		Other Authorization:

